

January 1, 2007 through December 31, 2010

EAST GREENWICH POLICE DEPARTMENT

PBA LOCAL 122

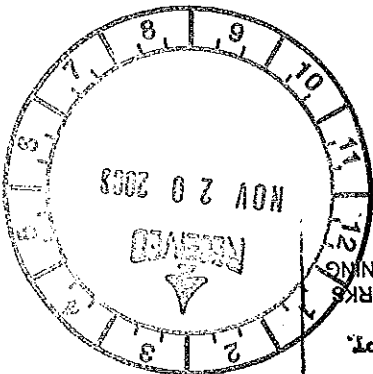
NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

and

THE TOWNSHIP OF EAST GREENWICH  
COUNTY OF GLOUCESTER

BETWEEN

AGREEMENT



**COPIES TO:**

<input checked="" type="checkbox"/>	MAYOR
<input checked="" type="checkbox"/>	POLICE DEPT. COMMITTEE
<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	PUBLIC WORKS
<input checked="" type="checkbox"/>	CONST./ZONING
<input type="checkbox"/>	TAX
<input type="checkbox"/>	COURT
<input type="checkbox"/>	SOLICITOR

TABLE OF CONTENTS

1	RECOGNITION	ARTICLE I
1	MAINTENANCE OF STANDARDS	ARTICLE II
2	GREIVANCE PROCEDURE	ARTICLE III
2	SERVICE RECORDS	ARTICLE IV
3	RETIREMENT	ARTICLE V
3	LEAVE OF ABSENCE AND OTHER LEAVE	ARTICLE VI
5	HOLIDAYS	ARTICLE VII
6	WORK WEEK	ARTICLE VIII
6	EDUCATION	ARTICLE IX
6	REIMBURSEMENT FOR EXPENSES	ARTICLE X
7	CLOTHING ALLOWANCE	ARTICLE XI
7	EQUIPMENT	ARTICLE XII
8	COURT TIME	ARTICLE XIII
8	OVERTIME PAY	ARTICLE XIV
8	EXCHANGE OF HOURS ON DUTY	ARTICLE XV
9	VACATIONS	ARTICLE XVI
10	PAY PERIOD	ARTICLE XVII
10	SALARIES	ARTICLE XVIII
10	CALL BACK	ARTICLE XIX
11	HEALTH AND INSURANCE BENEFITS	ARTICLE XX
12	MISCELLANEOUS	ARTICLE XXI
13	TERMS OF CONTRACT	ARTICLE XXII
14		APPENDIX A
15		

SECTION 4. This Agreement shall not be changed or, amended except by mutual agreement, reduced to writing and duly executed by the parties hereto.

SECTION 3. Employees shall retain all civil rights under New Jersey and Federal Law.

SECTION 2. The rights of both the Township and the Association shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

SECTION 1. The Township shall not discharge or discriminate in any way against any employee's PBA activities.

MAINTENANCE OF STANDARDS

ARTICLE II

SECTION 1. The Township hereby recognizes the PBA Local #122 as the sole and exclusive majority representative of all sworn members of the Police Department, excluding the Chief of Police, Captain and Lieutenant, for the purpose of collective negotiations with respect to terms and conditions of employment.

RECOGNITION

ARTICLE I

AGREED as follows:  
NOW, THEREFORE, in consideration of the following mutual covenants, IT IS HEREBY  
The parties have reached certain understandings which they desire to confirm in this Agreement.

The Township has an obligation to negotiate with the PBA Local #122 as the representative of the employees hereinafter designated with respect to the terms and conditions of employment.  
The Township and the East Greenwich Township Police Department recognize and declare that providing quality police protection for the Township is their mutual aim.

and THE EAST GREENWICH POLICE DEPARTMENT, hereinafter referred to as "Employee" or "Employees."  
County of Gloucester and State of New Jersey, hereinafter referred to as "Township" or "Employer,"  
day of \_\_\_\_\_, 2008, between THE TOWNSHIP OF EAST GREENWICH, in the  
THIS AGREEMENT made and entered into in East Greenwich Township, New Jersey, this

AGREEMENT  
PREAMBLE

Each employee shall be entitled to inspect his service records in accordance with the requirements of Federal and State Law.

ARTICLE IV  
SERVICE RECORDS

(D) As a result of any dispute arising under this contract, the employee shall have the right to make application to the Superior Court from any determination wherein such application to the Superior Court is the appropriate step. Each party shall be responsible for their own legal expenses.

(C) If the grievance is not settled through steps (A) or (B), either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within thirty (30) days of the receipt of the response from the Township Committee or its designee. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

(B) A grievance committee of four (4) members designated by the PBA and all members of the Township Committee and the Chief of the Department shall attempt to settle the dispute within ten (10) working days. If the dispute cannot be settled within the ten (10) working days, then the dispute automatically will be referred to Step C.

(A) The appropriate PBA representative, the aggrieved party and the Chief of the Department, or its representative, with advice and consent of the Township Committee, may reach a settlement of the dispute; if they fail to reach an agreement within five (5) working days, the aggrieved party shall furnish a written statement of the grievance to the Chief on a form provided by PBA Local #122 for automatic reference to Step "B."

SECTION 1. The purpose of this Article is to settle all grievances between the Township and the employees as quickly as possible so as to ensure efficiency and promote employee moral. A grievance is defined as any disagreement or dispute between the Township and the employees involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person, who signed the grievance, knew of the event or events upon which the claims are based or else such grievance is deemed waived. A grievance shall be processed as follows:

ARTICLE III  
GRIEVANCE PROCEDURE

SECTION 2. Leave Because of Death. In the event of the death of an employee's spouse, son, daughter, mother or father, time off necessary to arrange for and attend the funeral services up to a maximum of four (4) calendar days with pay at the established annual salary shall be granted to the employee. In the event of the employee's step-father, step-mother, sister, brother, father-in-law, or

SECTION 1. Military Leave. Where any employee is a member of the National Guard Unit or any reserve unit of the Armed Forces of the United States and is required to engage in field training or to attend meetings, he shall be granted military leave of absence for the period of such training or meeting. Such paid leave of absence shall not affect his vacation. The pay period following his return from such military leave of absence, the employer will pay him an amount which, when totaled with his military pay, will equal his regular pay for such period of time as employee served on military leave. The adjustment referred to within the aforementioned sentence shall be for a period of time not greater than two (2) weeks.

**ARTICLE VI**  
**LEAVE OF ABSENCE AND OTHER LEAVE**

SECTION 4. Employees retiring due to a disability arising out of a work-related injury shall continue to receive, at the expense of the Township, medical benefits, provided the benefits are equal to what was received at the time of the disability. If an employee on retirement disability becomes gainfully employed during said period of retirement disability and is provided equivalent medical benefits by the new employer, he shall notify the Township immediately and he shall not receive benefits from the Township during his period of employment nor shall the Township have any obligation to pay him the equivalent value of said benefits during such period of employment. After a period of ten years of subsequent re-employment, even if with more than one employer, the Township reserves the right to have the disabled retiree re-examined by an appropriate physician to determine if the medical reasons for the disability retirement still exists before resuming payment of benefits equal to the benefits received at the time of the initial disability.

SECTION 3. Employees intending to retire shall give sixty (60) days prior notice to the Chief of Police. of his retirement.

SECTION 2. Employees retiring on either regular, special, or disability pension shall be paid for all accumulated holiday and vacation; said payments computed at the rate of pay based upon the base annual compensation due and owing during the last year of his employment prior to the effective date

SECTION 1. Employees shall retain all pension rights as employees under the New Jersey Statutes, Administrative Code, Regulations or decisions rendered by any State Court of competent jurisdiction.

**ARTICLE V**  
**RETIREMENT**

mother-in-law, time off necessary to arrange for and attend the funeral services up to a maximum of three (3) calendar days with pay at the established annual salary shall be granted to the employee. A one (1) day leave of absence with full pay shall be allowed to the employee due to the death of a grandmother or grandfather.

SECTION 3. Sick Leave. All employees shall receive 144 hours sick leave per year provided they work an 84 hour schedule. Sick leave is granted in anticipation of continuing employment and shall be prorated for the current year in case of separation from employment for any reason. Each employee shall be permitted to accumulate a maximum of 1200 hours sick leave.

SECTION 4. Sick leave may be used by an employee for personal illness. A physician's certificate will be required in the event that the employee's illness causes his absence for three (3) or more consecutive days. The physician's certificate must be filed with the Chief. Said employee may also be required, at the direction of the Chief of Police, to obtain physician's certification from a physician designated by the Township of East Greenwich. Cost of such directed visit shall be borne by the Township of East Greenwich. Such visit shall not restrict employee from continued care by a physician of employee's choice and at employee's expense. If an employee is ill on the work day prior to, or following a holiday, said employee must provide the Chief with a physician's certificate to receive his pay for said holiday.

If an employee has had three (3) or more "one day or more illnesses" per year during the term of this contract, each succeeding illness shall require the employee to obtain a physician's certificate from a physician designated by the Township of East Greenwich. Cost of such visit shall be borne by the Township of East Greenwich. Such visit shall not restrict employee from continued care by a physician of employee's choice and at employee's expense.

SECTION 5. Catastrophic Illness. Employees shall be permitted to accumulate sick leave in excess of 1200 hours, such excess to be recorded and documented separately in what shall be titled a "Catastrophic Illness Bank." These excess hours for a catastrophic illness may be utilized only after the 1200 accumulated hours as well as the then current years sick leave have been exhausted. The excess hours may only be used for a life threatening illness upon certification of a physician, designated by the employer, that indeed the illness is life threatening and that he prospect of returning to work are doubtful. The Chief of Police, by December 31, 2000, must certify in writing these unused sick time hours in excess of 1200 hours for each employee. Such hours shall constitute the initial hours per each employee in the "Catastrophic Illness Bank."

SECTION 6. Recovery of Unused Sick Time. Any employee shall be compensated non-cumulatively in the following amounts for limited use of sick time during each calendar year for the term of this contract.

A. No charged sick time: \$750.00

SECTION 2. After one year of service, each employee shall be entitled to thirty-six (36) hours personal time per calendar year starting in 1991 for personal business such as, but not limited to, emergencies, religious and other items relating to personal affairs. Requests must be submitted to the Chief of Police within forty-eight (48) hours for his approval or denial. This provision shall not apply to anyone with less than one year service. Personal days are granted in anticipation of continuing employment and shall be prorated for the current year in case of separation from employment for any reason.

SECTION 1. Each officer who works on a holiday shall receive compensation of one-half (1/2) his hourly rate for each hour worked on the holiday. The Investigator shall not be scheduled to work on any holidays unless, at the discretion of the Chief, the Chief determines it is essential. Each holiday pay (up to 8 hours) shall be withheld and not paid until the first pay period in December.

ARTICLE VII  
HOLIDAYS

SECTION 8. The Chief of Police may grant an officer up to three (3) days vacation for pregnancy provided the vacation commences within 24 hours of the birth, otherwise, the Chief may deny the request.

SECTION 7. Pregnancy and Family Leave. State statutes provide for Family Leave at *N.J.S.A. 34:11B-1 et seq.* It is the intention of the parties to this agreement to incorporate the terms of the state statute and to provide the benefits provided for therein. Pregnancy leave is treated as a disability and leave is based on that determination. Leave shall generally be from four weeks prior to the anticipated birth until six weeks after actual delivery. This time may be amended based on a doctor's certificate. Any female officer within the Department, who is pregnant, shall be assigned light duty upon the direction of an attending physician.

Upon retirement or honorable severance from the Police Department, following eight (8) years of continuous service in the Police Department, the Township shall buy back twenty-five (25%) percent of the unused sick hours of the employee. Sick time shall be computed at the employee's hourly rate of pay at the time of retirement. The Township of East Greenwich shall make the aforementioned payment within thirty (30) days of the date of retirement or honorable service.

B.	Any segment of one (1) hour to twelve (12) hours:	\$450.00
C.	Any segment over twelve (12) hours to twenty-four (24) hours:	\$200.00
D.	Any segment over twenty-four (24) hours to thirty-six (36) hours:	\$100.00

SECTION 4. All employees taking college courses that have been determined by the Chief to be police work related or that are enrolled in a degree program where the curriculum declared is police science leading to a police science degree shall be reimbursed up to \$500.00 per year in 2003 and to the employee upon presentation of receipts.

SECTION 3. All employees required to attend police-related schools or courses for more than one (1) day wherein it is made impractical to commute, shall be reimbursed for all reasonable expenses for food and lodging and transportation at the current IRS mileage rate, provided the employee uses his personal vehicle or for the actual cost of public transportation. Payment shall be made promptly for food and lodging and transportation at the current IRS mileage rate, provided the employee uses his personal vehicle or for the actual cost of public transportation. Payment shall be made promptly

SECTION 2. Any employee obtaining an Associates Degree in a police-related field shall, in addition to his regular compensation, receive an additional \$500.00 per year in 2003 and \$600.00 per year effective January 1, 2004 and thereafter, during the term of this contract. Any employee obtaining a Bachelor's Degree in a police-related field shall, in addition to his regular compensation, receive an additional \$1,100.00 per year in 2003 and \$1,200.00 per year effective January 1, 2004 and thereafter, during the term of this contract. The aforementioned additional compensation in recognition of advanced education shall be paid at the time of the first pay during the month of December.

SECTION 1. Police Academy and Technical Schools. Any employee attending a police academy or any other police training academy recognized by the New Jersey Police Training Commission, with the permission of the Chief of the Department, shall be compensated at their regular rate of salary while attending the course. All expenses must be reimbursed to an employee attending a non-credit course pertaining to duties of police officers and approved by the Chief. Lunch shall be reimbursed at the actual cost, not to exceed \$20.00. Mileage shall be reimbursed at the current IRS mileage rate provided the employee uses his personal vehicle. A dinner allowance for overnight trips while attending schools will be reimbursed at the actual cost, not to exceed \$25.00.

ARTICLE IX  
EDUCATION

SECTION 1. The Township shall not, without giving seven (7) days prior notice, effect any change in the work week except in an emergency as determined by the Chief of Police (or if not available, his designee) or the Mayor. Work week is defined to mean that period of hours worked during normal week, as well as shift work, so that the Township would give notice if any change was intended as to hours, number of hours worked, or designation of hours work.

Administrative failure on behalf of the Township due to negligence or inadvetence in scheduling which results in an employee's change in work week shall result in four (4) additional hours of pay for said employee for the first day of the change in work week.

ARTICLE VIII  
WORK WEEK



SECTION 2. The Township shall make an initial issue of clothing to each new employee which shall include, at the maximum but not be limited to, the following items: four (4) summer shirts; four (4) winter shirts; one (1) pair of foul weather/Tactical Boots; four (4) pair of pants; one (1) pair of shoes; one (1) winter coat, one (1) rain coat; two (2) breast badges; one (1) hat bridge; one (1) identification badge; two (2) clip-on-ties; two (2) name plates; two (2) sets of insignias of rank and office; and one (1) bullet proof vest.

SECTION 1. Each employee shall receive an allowance of \$700.00 per year for the maintenance of clothing each year during this contract.

**ARTICLE XI**  
**CLOTHING ALLOWANCE**

SECTION 3. Indemnification. Any award of damages arising out of a civil action related to the performance of duty by an employee, covered under this contract, while in the performance of his duty, shall be indemnified by the employer. The Township further represents that it has adequate insurance coverage to provide the aforementioned indemnification.

SECTION 2. Legal Expenses. If an employee is charged with a violation of the law within the line of duty, and ultimately exonerated, as a result of acts committed by him while on duty, the Township shall reimburse the employee for the services of the attorney selected by the employee to represent him. The Township shall also have the right to instruct the Township Solicitor to act as co-counsel with the attorney selected by the employee to determine a reasonable fee for the representation. In the event that the employee is ultimately found guilty as charged, the Township is not obligated to pay the attorney fees. Should the employee appeal the decision and ultimately have the conviction reversed then, and in that event, the Township shall be responsible for all legal costs incurred by the employee.

SECTION 1. Mileage. Mileage on a personal vehicle shall be reimbursed at the current IRS mileage rate, if the Chief determines that such transportation or use of a personal vehicle is necessary and does not provide transportation of a Township vehicle. Such mileage shall be computed from the Township Police Headquarters and returning to same. The practice of using the current IRS mileage rate shall be effective as of September 1, 2007 and shall be adjusted thereafter on an annual basis.

**ARTICLE X**  
**REIMBURSEMENT FOR EXPENSES**

\$600.00 per year effective January 1, 2004 and thereafter, for the successful completion of the course or courses. Successful completion shall require a "B" grade per course or better. There shall be no reimbursement for books, supplies, registration fees, etc. The reimbursement is limited to tuition only. If the officer should have a scholarship or grant, there shall be no reimbursement. The reimbursement is for out-of-pocket tuition costs only.

SECTION 1. Rate of Pay. Overtime shall be paid to all employees at one and one-half (1 1/2) times the established hourly rate after eighty-four (84) hours in a two (2) week period.

ARTICLE XIV  
OVERTIME PAY

SECTION 1. The Township agrees that time spent in court as a result of cases which arise out of police functions while in the line of duty shall be considered working time and each employee shall be compensated at one and one-half (1 1/2) times his hourly rate of pay per hour spent in each court appearance while off duty. Each employee shall be reimbursed for mileage as set forth within this Contract for any and all mileage when the employee uses his personal vehicle.

ARTICLE XIII  
COURT TIME

SECTION 1. Employees shall be provided with proper clothing and equipment. The Township agrees to conform to all manufacturing dealing with warranty and maintenance requirements with regard to the equipment except in emergency situations. The Township also agrees that it will immediately attempt to effect repairs to police vehicles so as to prevent injury or loss of life due to faulty equipment.

ARTICLE XII  
EQUIPMENT

SECTION 6. There exists within the police department the assignment of investigator. The investigator dresses primarily in plain clothes. The investigator shall not be issued any uniforms but shall be provided a stipend of \$400.00 per year for plain clothes. The Chief of Police shall direct the investigator as to the manner of dress anticipated to be worn or, in other words, the Chief shall establish a dress code.

SECTION 5. The Township agrees not to change the basic uniform or any portion thereof currently utilized by the employees without providing the necessary monies for the purchase of such new items in addition to the clothing allowance and clothing issue provided for by this Contract.

SECTION 4. Hardware items, such as handguns, holsters, belts and straps, handcuffs, nightsticks, etc., shall be supplied by the Township and replaced when and if presented by the employee for replacement upon the approval of the Chief of Police.

SECTION 3. The Township shall purchase sufficient ammunition every six (6) months or as required by the Chief for each police officer for use in the line of duty or on the range.

The above vacation schedule includes two additional days of vacation time which the parties agreed to include in satisfaction of prior requests for comp time and/or compensation for the additional number of hours worked annually due to the 12 hour schedule. In light of this agreement, the Local agrees not to make further demands for additional compensation for this time.

Over twenty (20) years of service, two hundred sixty four (264) hours per year in 2004 and two hundred seventy six (276) hours in 2005, and thereafter.

Over fifteen (15) years of service, two hundred twenty eight (228) hours per year in 2004 and two hundred forty (240) hours in 2005, and thereafter.

Over ten (10) years of service, one hundred ninety two (192) hours per year in 2004 and two hundred four (204) hours in 2005, and thereafter.

One (1) year of service, but less than five (5) years, one hundred eight (108) hours per year. Five (5) years of service, but less than ten (10) years, one hundred fifty six (156) hours per year in 2004, and one hundred sixty eight (168) hours in 2005, and thereafter.

SECTION 1. Earned Vacations. Beginning January 1, 2004, all employees covered by this Agreement shall be entitled to vacation as listed below, to wit:

ARTICLE XVI  
VACATIONS

SECTION 1. Exchange of hours on duty by an employee may be granted by the Chief of Police or his designee provided he has twenty-four (24) hours notice and that such an exchange will not result in an employee who has engaged in such exchange working in excess of sixteen (16) hours during any twenty-four (24) hour period. This shall not result in payment of overtime and it is not intended that overtime be paid solely because of the operation of this article of the contract.

ARTICLE XV  
EXCHANGE OF HOURS ON DUTY

SECTION 3. Special assignments not part of overtime arising out of a regular shift may be treated differently upon mutual agreement of the officer and the Chief. Instead of being compensated in cash, the employee may be permitted to accumulate up to 72 hours of comp. time. Also, with the Chief's approval, it may be carried over to the next year.

SECTION 2. When an employee has worked overtime, the information shall be supplied to the payroll clerk by the Chief of the Department according to established rules and within a reasonable time so as not to hold up payment for more than one (1) pay period.

SECTION 2. Pay During Vacations. All vacations shall be granted at established annual salary rates.

SECTION 3. Scheduling Vacations. On or before March 1<sup>st</sup> of each year, vacations in said calendar year shall be granted upon request by rank and time in rank for one (1) week and after each employee has selected one (1) week, the remainder by length of service with the department before April 1<sup>st</sup> shall be selected by each employee. The number of employees who may be on vacation at the same time shall be determined by the Chief of Police.

All vacation time shall be taken in the year earned. When, however, a vacation is deferred, either upon approval of the Chief of Police, or as a result of an emergency as determined by the Chief of Police, then and in that event the employee shall be permitted to utilize such vacation as previously scheduled at a later time within the same calendar year, or should not ample time remain in the same calendar year, carried over to the first quarter of the next calendar year, or be paid for at the employee's request, said payment to be based on the employee's current hourly base rate of pay.

SECTION 4. Vacation time is granted in anticipation of continuing employment and shall be prorated at the current year in case of separation from employment for any reason.

#### ARTICLE XVII PAY PERIOD

SECTION 1. The pay period shall commence at 6:00 a.m. on Monday and end at 5:59 a.m. the Monday two weeks thereafter.

#### ARTICLE XVII SALARIES

SECTION 1. The Township will pay each employee on every other Thursday an amount equal to 1/26th of the employee's annual salary plus any overtime or holiday pay.

Payments for a period of vacation may be made on special request of the Payroll Clerk with approval of the Chief of Police, who will certify the dates of vacation.

SECTION 2. For the first time, beginning January 1, 2001, the base salary for the purposes of this Agreement shall include longevity pay and holiday pay. In exchange for including longevity pay and holiday pay into the base salary, the employees agree that neither longevity pay or holiday pay will be subject to any further negotiations in this or subsequent Agreements unless raised by the employer.

SECTION 1. Any employee called into work on a regularly scheduled time off shall be paid a minimum of four (4) hours of overtime and if such employees are required to spend in excess of four (4) hours, then they shall be paid on an hourly basis thereafter.

**ARTICLE XIX  
CALL BACK**

Effective January 1, 2007, an officer with EMT certification shall receive a stipend of \$500 per year on a pro-rata basis.

If an officer is assigned by the Office of the Chief to act in a higher ranking capacity, he or she shall be compensated accordingly at the higher rate of pay rate while so assigned. However, if an officer, for personal reasons, exchanges duty hours and one officer is of a higher rank, the subordinate officer shall not be paid the higher rank as this was an accommodation to either one or both of the officers.

Effective January 1, 2007, an officer who is designated as an Investigator shall receive additional compensation of \$750 per year on a pro-rata basis.

Each employee shall serve at each class for a period of one (1) year prior to being elevated to a higher class.

RANK	2007	2008	2009	2010
Sergeant	69,513.98	72,294.54	75,186.32	78,193.77
20+ years	72,787.96	75,699.48	78,727.46	81,876.56
15+ years	72,133.21	75,018.54	78,019.28	81,140.05
10+ years	71,478.45	74,337.59	77,311.09	80,403.53
5+ years	70,823.69	73,656.64	76,602.91	79,667.03
Patrol	65,003.82	67,603.97	70,308.13	73,120.46
20+ years	68,110.59	70,835.01	73,668.41	76,615.15
15+ years	67,489.23	70,188.80	72,996.35	75,916.20
10+ years	66,867.88	69,542.60	72,324.30	75,217.27
5+ years	66,246.52	68,896.38	71,652.24	74,518.33
Patrol 2 <sup>nd</sup>	57,731.11	60,040.35	62,441.96	64,939.64
Patrol 3 <sup>rd</sup>	51,246.28	53,296.13	55,427.98	57,645.10
Patrol 4 <sup>th</sup>	44,761.46	46,551.92	48,414.00	50,350.56
Patrol 5 <sup>th</sup> (prob)	38,299.07	39,831.03	41,424.27	43,081.24
Patrol 6 <sup>th</sup> (acad)	32,924.11	34,241.07	35,610.71	37,035.14

ARTICLE XX  
HEALTH AND INSURANCE BENEFITS

SECTION 1. The Township agrees to provide medical coverage to the employees and their immediate family who shall receive full paid Amerihealth and Major Medical. In addition, the employees shall receive an eye care plan through Vision Service Plan with a cost to the employer of \$16.90 per family and \$7.68 per single employee at employer's expense. The Township reserves the right to review other carriers and change carriers provided that the new carriers coverage is at least equivalent or better to the existing coverage. The Township shall notify the majority representative and members covered under this Agreement of their intent to change carriers. Effective August 1, 2007, the Traditional Plan will no longer be an option for current and future employees.

SECTION 2. Each employee covered under this Contract shall be provided with at least \$20,000.00 life insurance at the expense of employer.

SECTION 3. The Township shall continue to provide the level of Dental benefits in effect on December 31, 1985.

SECTION 4. Coverage for the benefits as set forth in Sections 1, 2 and 3 shall begin as early as practical with the employee recognizing that there is a period of time that the employee will be without coverage pending approval of either his application or enrollment within the policies.

SECTION 5. Retiree Health Benefits. Commencing January 1, 1994, employees with a minimum of 25 years in the pension system shall receive health benefits for themselves and his or her spouse. No coverage is provided for any other dependents. When the retired employee is eligible for federal/state health insurance through Medicare or some successor program, then the Township shall only provide supplemental coverage. An officer retiring with 20 years of service in the pension system shall have the option to continue to participate in the applicable health insurance plans. The retiring officer shall pay the full cost of any and all applicable premiums and the Township has no financial liability whatsoever. This option shall only be permitted as long as the officer's participation does not adversely impact the Township's rates or costs, and further provided that such participation is permitted by the terms of the plan(s). Nothing herein shall be construed to require the Township to maintain a plan or program that permits such participation, or imposes on the Township a duty to bargain with respect to the maintenance, modification or loss of such option.

SECTION 6. All retired employees of this department shall be permitted to purchase dental benefits in existence at the time of retirement from the insurance carrier, if available to the retirees by the carrier at no cost to the Township.

SECTION 7. The health insurance co-pay for health provider visits/services is \$10.00, to be increased to \$20.00 for specialists effective November 1, 2007, and to \$15.00 for PCP office visits and \$25.00 for specialists effective October 1, 2008. These co-pay obligations are subject to a

\$500.00 maximum per family per year. The Township will reimburse the officer for payments over \$500.00 in any calendar year. In order to receive reimbursement, the officer shall first provide such documentation as specified by the Township verifying that the officer has met the \$500.00 calendar year obligation. This cap applies only to the noted services and does not otherwise cap or limit any other obligation, for example such as currently existing higher co-pays, prescription co-pays and out-of-network services, if any.

Effective November 1, 2007, out-of-network coverage shall be 70%.

SECTION 8. Effective November 1, 2007, prescription co-pays shall be increased to \$15.00 for generic drugs and to \$20.00 for Name Brand drugs. These co-pays shall apply to retail (30 days or less) and mail order (up to 90 days). Effective October 1, 2008, the Township will return to the Guardian Prescription Plan, with no preauthorization required for any prescriptions under the Plan.

SECTION 9. Effective November 1, 2007, certain health care services will require additional or higher employee contributions. Those additional expenses are identified in a separate side letter between the Township and PBA Local 122. Employees covered under this Agreement will be reimbursed for these identified additional expenses upon submission of receipts for payment of such services. Receipts are to be submitted once a month and reimbursement shall be on a monthly basis.

SECTION 10. Effective October 1, 2008, PBA Local 122 agrees to go to the 15/25/70 PPO Plan, with co-payments for PCP office visits increased to \$15 and for specialist visits to \$25. The Township agrees to reimburse the difference between any additional expenses required under the 15/25/70 PPO Plan from what were previously paid by the officers under the 10/10/80 PPO Plan. Employees covered under this agreement will be reimbursed for these additional expenses upon submission of receipts for payment of such services, with the receipts submitted once a month, and reimbursement on a monthly basis. A list of the major employee costs eligible for reimbursement is attached as Appendix "A" to this contract.

SECTION 11. In exchange for PBA Local 122 agreeing to increase the doctor and specialist visit co-payments and agreeing to the 15/25/70 PPO Plan, the Township agrees that there shall be no further changes in health insurance benefits, costs, or co-payments covered under the parties' contract between the signing of this contract and December 31, 2014.

ARTICLE XXI  
MISCELLANEOUS

SECTION 1. The majority representative shall be afforded the opportunity to participate in the establishment of rules and regulations in accordance with the PERC laws provided same is not in conflict with previous departmental policy, the laws of the State of New Jersey or East Greenwich Township policy.

SECTION 2. Delegates to the State PBA shall be afforded the day off without a loss of pay or compensation to attend the scheduled meetings of the State organization. All special meetings ordered by the State organization are inclusive. Convention delegates shall be permitted to attend in accordance with N.T.S.A. 40A:14-177.

SECTION 3. The bargaining unit waives and hereby relinquishes any claim any member may have for overtime adjustments as a result of FLSA that may have accrued prior to January 1, 2000.

SECTION 4. All leave time (vacation, sick, personal, etc.) is granted in anticipation of continuing employment and shall be prorated for the current year in case of separation from employment for any reason.

**ARTICLE XXII**  
**TERMS OF CONTRACT**

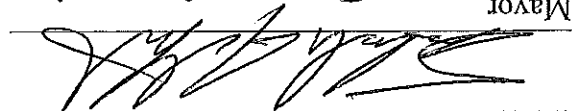
SECTION 1. This Contract shall cover the period from January 1, 2007, to midnight, December 31, 2010. All terms of this Contract shall be retroactive to January 1, 2007, except as otherwise indicated.

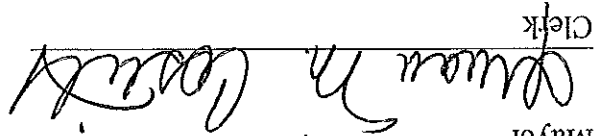
SECTION 2. The Contract shall not be changed or altered in any way during the term of the contract without the written consent of the parties thereto.

SECTION 3. The Contract shall continue to bind the parties during any period beyond December 31, 2010, until such time as a new contract is signed between the parties.

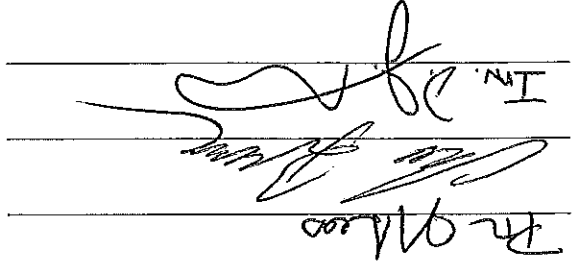
SECTION 4. Negotiations for future Contract shall commence on or before September 1, 2010.

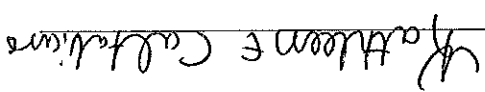
TOWNSHIP OF EAST GREENWICH

  
Mayor

  
Clerk

PBA Local 122  
EAST GREENWICH POLICE DEPARTMENT

  
IN. 28

ATTEST:  Notary Public  
DATE: 11-17-08



APPENDIX A

Schedule of Employee Costs  
Eligible for Reimbursement

Service	10/10/80 Benefit	15/25/70 Benefit	Eligible Reimbursement Amount
Deductible (OON)*	\$250/\$500	\$500/\$1,000	\$250/\$500
Out-of-Pocket Maximum*	\$1,000/\$2,000	\$3,000/\$6,000	\$2,000/\$4,000
ER Copayment	\$25	\$40	\$15
OP Radiology	100%	\$25	\$25
Restorative Services	\$15 copayment	\$25 - 30 visits <i>FS</i>	\$10 per visit - no limit
Physical, Speech and Occupational Therapy	\$15 copayment	\$15 (1-30 visits) <del>(\$10-30 visits)</del> <i>No Limit</i>	\$10 (31 visits and above) - no limit
DME and Prosthetics	100%	\$25	\$25
OP Psychiatric Visits	\$10 (1-9 visits) \$20 (10 and over)	\$25 - 30 visits	\$15 (1-9 visits) \$5 (10 and over) no limit
OP Serious Mental Illness	\$10	\$25	\$15

\*This applies only to out-of-network as there is no in-network deductible.

*X [Signature]*  
*Sgt [Signature]*  
*Inv. David J. A.*  
*R. O. Mason*

MEMORANDUM OF AGREEMENT BETWEEN  
TOWNSHIP OF EAST GREENWICH AND  
PBA LOCAL 122, EAST GREENWICH POLICE DEPARTMENT

THIS MEMORANDUM OF AGREEMENT, by and between the TOWNSHIP OF

EAST GREENWICH (hereinafter referred to as the "Township" or "Employer") and PBA  
LOCAL 122, EAST GREENWICH POLICE DEPARTMENT (hereinafter referred to as

"Union"), made and entered into on this 25th day of May 2010.

WHEREAS, the Township and the Union are parties to a collective bargaining

agreement running from January 1, 2007 through December 31, 2010 (hereinafter referred to as

"the current contract"); and

WHEREAS, the Township was contemplating the layoff of police officers because of its

current financial condition; and

WHEREAS, the Union has agreed to concessions in order to avoid the layoff of any

police officers in 2010;

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the

parties hereinabove referred hereby stipulated and agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by

the respective parties to the current contract.

2. The signatures below agree to recommend this Memorandum for ratification by

their respective constituencies.

3. A copy of this Memorandum has been furnished to representatives of the

Township and the Union.

4. All provisions of the current contract shall remain in full force and effect except

as modified below.

5. Unless otherwise noted, all changes shall be prospective from the signing of this Agreement.

6. Amend Article XX to add new Section 12, which shall read as follows:

Effective July 1, 2010, all active, non-retired police officers covered by the current contract shall pay one and one-half (1.5%) percent of their pensionable base salary as a health care contribution (hereinafter referred to as "premium sharing payments"). These premium sharing payments shall be made on a pre-tax basis pursuant to an IRS Section 125 Salary Reduction Premium Only Plan, in accordance with the Township's regular payroll practices. Employees that opt out of the Township's health insurance plan shall not be required to make such premium sharing payments. These premium sharing payments shall be inclusive of any such payments required in the future by New Jersey law or mandate.

7. For consideration of the foregoing premium sharing payments by the Union,

which the police officers are otherwise not required to make, the Township agrees that there shall be no layoffs of any police officers through December 31, 2010. In the event the Township lays off any police officers during calendar year 2010, in addition to any other remedies, such premium sharing payments shall cease immediately, and all police officers shall be entitled to be paid back the monies they have paid to date in premium sharing payments. Any lay off of any police officer must be done in accordance with seniority.

8. Amend Article XX, to add a new Section 13, which shall read as follows:

Effective July 1, 2010, any employee who opts out of the Township provided health care coverage shall be eligible to be paid by the Township Three Hundred Fifty (\$350.00) Dollars per month as long as the police officer meets the conditions herein. To be eligible for such payment, an eligible employee must show proof of insurance coverage from a spouse and/or another party providing coverage; the eligible employee must remain off the Township's coverage for the next year, and the eligible employee

*Sgt. Anthony J. Francescos*  
*Pat. Grant - Mayor*  
*Dr. Miller*

PBA LOCAL 122, EAST GREENWICH  
POLICE DEPARTMENT

6/14/2010  
Dated:

ATTEST:

*[Signature]*  
Fred Grant, Mayor  
Dated: 6/10/10

TOWNSHIP OF EAST GREENWICH

*[Signature]*  
Susan Costill, Township Clerk  
Dated: 6/10/10

ATTEST:

contract.

9. All disputes regarding the implementation of the terms of this Memorandum of Agreement shall be subject to the grievance and arbitration provisions of the parties' current

can only return to the Township's coverage during the open enrollment period, unless the eligible employee shows that he/she had lost medical coverage from the other party providing coverage, in which case the employee and/or his or her spouse and/or dependents shall be eligible for health coverage under this Article immediately.

**RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN  
THE TOWNSHIP OF EAST GREENWICH AND THE NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT ASSOCIATION, PBA LOCAL 122, ON BEHALF  
OF THE EAST GREENWICH POLICE DEPARTMENT  
FROM JANUARY 1, 2007 TO DECEMBER 31, 2010**

**WHEREAS**, the Township of East Greenwich and the New Jersey State Police Department, have entered into a Memorandum of Agreement for the period January 1, 2007 to December 31, 2010.

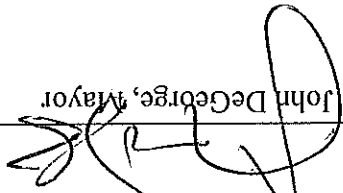
**NOW, THEREFORE, BE IT RESOLVED** that the Memorandum of Agreement between the Township of East Greenwich and the New Jersey State Police Department, PBA Local 122, on behalf of the East Greenwich Police Department, for the period of January 1, 2007 to December 31, 2010, attached hereto as Exhibit A, is hereby approved; and

**BE IT FURTHER RESOLVED** that the Mayor and Clerk for the Township of East Greenwich are hereby authorized to sign the Memorandum of Agreement, and any related documents, on behalf of the Township Committee for the Township of East Greenwich.

**THIS RESOLUTION DULY ADOPTED** at a Meeting of the Township Committee of the Township of East Greenwich held on August 14, 2007.

TOWNSHIP OF EAST GREENWICH

BY:

  
John DeGeorge, Mayor

ATTEST:

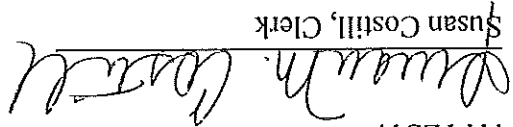
  
Susan Costill, Clerk

Exhibit A

**MEMORANDUM OF AGREEMENT**

The TOWNSHIP OF EAST GREENWICH negotiations committee agree to the following:  
 negotiations committee and PBA Local 122

1. DURATION: January 1, 2007 to December 31, 2010
2. SALARY:
 

a.	2-15-07	4% A-T-B
b.	2-15-08	4% A-T-B
c.	2-15-09	4% A-T-B
d.	2-15-10	4% A-T-B

3. **PRESCRIPTION CO-PAYS:** Effective as soon as practicable after the ratification and approval of the MOA, the prescription co-pays shall be increased to \$15.00 for generic drugs and to \$20.00 for Name Brand drugs. These co-pays shall apply to retail (30 days or less) and mail order (up to 90 days).

4. **OFFICE VISIT CO-PAYS:** Effective as soon as practicable after the ratification and approval of the MOA, the office visit co-pays for specialists shall be increased to \$20.00 and the out-of-network coverage shall be 70%.

5. **MILEAGE RATE:** Effective September 1, 2007, the mileage reimbursement shall be at the current IRS rate.

6. **DETECTIVE PAY:** Effective January 1, 2007, the detective compensation shall be increased to \$750 and shall be applicable to patrol officers and sergeants.

7. Effective September 1, 2007, the language in the CBA shall be modified to provide that all leave time (vacation, sick, personal, etc.) is granted in anticipation of continuing employment and shall be prorated for the current year in case of separation from employment for any reason including retirement.

8. Effective August 1, 2007, the Traditional Plan will no longer be an option for current and future employees.

9. Effective September 1, 2007, the meal allowance shall be modified to provide that lunch shall be actual cost not to exceed \$20 and dinner shall be actual cost not to exceed \$25.

10. The EMT allowance shall be increased to \$500 effective January 1, 2007.

11. Effective January 1, 2007, the comp time maximum shall be increased to seventy-two (72) hours.

DATED: August 9, 2007

*John DeGeorge*  
/S/ John DeGeorge Mayor

FOR THE TOWNSHIP

*John T. Seas*  
/S/ John T. Seas  
*Daniel J. Abate, Jr.*  
/S/ Daniel J. Abate, Jr.  
*Charles Barone*  
/S/ Charles Barone

FOR THE PBA

The 2003-2006 CBA shall be continued except as modified by the terms of this MOA. All other Township and PBA proposals shall be considered as withdrawn. PFRCA Arbitrator, Robert M. Glasson, shall retain jurisdiction pending final approval and ratification.